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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020-mg

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In the Matter of:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

- - - - -x

United States Bankruptcy Court

One Bowling Green

New York, New York

September 26, 2016

9:06 AM

B E F O R E:

HON. MARTIN GLENN

U.S. BANKRUPTCY JUDGE

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2 Trial regarding Reed Claims Objection. Trial set for September
3 26 at 9:00 AM, continuing day to day on September 27th,
4 September 28th, September 29th and September 30th.

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A P P E A R A N C E S :

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BY: BARBARA K. HAGER, ESQ.

RESIDENTIAL CAPITAL, LLC, et al.

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1 P R O C E E D I N G S

2 THE COURT: All right, please be seated. We're here
3 in Residential Capital, 12-12020. We're here in connection
4 with the trial of a contested matter involving the claim of
5 Frank Reed. Let me have the appearances, please; Mr. Reed
6 first.

7 MR. REED: Frank Reed, creditor pro se.

8 THE COURT: Okay.

9 MS. HAGER: Barbara Hager with Reed Smith, co-counsel
10 for the Borrower Claims Trust.

11 THE COURT: All right. Mr. Reed, do you wish to make
12 an opening statement?

13 MR. REED: I do, Your Honor, but as a matter of
14 procedure, I don't know if there's -- when I do -- I have an
15 issue. A witness who's been subpoenaed for trial, who I
16 believe's within the hundred-mile radius, has sent me a letter,
17 and from her employer, that she can't attend. But I want to
18 seek an order to compel her to --

19 THE COURT: Well, you can file a motion to hold her in
20 contempt for failure to appear, but your witnesses are here or
21 they're not here. Do you wish to make an opening statement?

22 The subpoena is an order for her to appear and, if she
23 fails to appear, you'll have to take what action you think is
24 appropriate. I mean, I'm not sending the marshal out to find
25 her. Who's the witness?

1 MR. REED: It's a private lender. She's a distant
2 relative of my wife.

3 THE COURT: What's her name?

4 MR. REED: Joan Kline. And she was examined under
5 deposition. I don't -- I was looking at the rules and I saw a
6 rule that said in the interest in (sic) justice that you could
7 allow us to use her deposition if she doesn't appear. I'd
8 rather her be here.

9 THE COURT: Where does she live?

10 MR. REED: Philadelphia.

11 THE COURT: Is that a hundred mile -- is that within
12 the hundred miles?

13 Ms. Hager?

14 MS. HAGER: Offhand I don't know.

15 THE COURT: Sure she lives within a hundred miles?

16 MR. REED: I'm not sure, actually, Your Honor.

17 THE COURT: Well, you told me she lives within a
18 hundred miles, so you better find that out. If she's outside
19 the hundred miles, you're out of luck. I thought it's more
20 than a hundred miles, but I --

21 MR. REED: But we have her deposition to use.

22 THE COURT: Let's begin with your opening statement,
23 Mr. Reed. Do you wish to make an opening statement?

24 MR. REED: I do.

25 THE COURT: All right.

1 MR. REED: For close to twenty years, I routinely
2 flipped and rented properties for both taxable and nontaxable
3 gain. For almost that entire time, I did business with TD Bank
4 and its predecessor, Commerce Bank. In all of those years, I
5 borrowed millions of dollars from the bank and always paid back
6 the money I borrowed, often leaving me with property completely
7 mortgage-free. Additionally, I borrowed and paid back private
8 loans from individuals as well, totaling in the hundreds of
9 thousands. These pursuits were successfully maintained through
10 many downturns in the economy in general, as well.

11 As a result of this fact, TD Bank continued to lend me
12 money, regardless of my credit scores, as I had proven to them
13 my business acumen and ability to weather economic storms.
14 This opinion of my capabilities and accomplishments was not
15 unique to TD Bank; it was widely held by those I did business
16 with. And this Court will hear testimony to that effect, from
17 a myriad of seasoned professionals, confirming my history and
18 abilities.

19 Now, as this Court knows and has found, in 2008 the
20 debtor filed an illegal foreclosure against me. It is my
21 assertion that the debtor's bad act caused me ascertainable
22 losses pursuant to the New Jersey Consumer Fraud Act. The
23 Court has been charged, by the district court, with the task of
24 estimating the dollar value of my claims, and to that end I
25 will endeavor to prove the following:

1 The debtor's fraudulent foreclosure was a poisonous
2 bad act that ruined my reputation with lenders and others,
3 resulting in the loss of cash and property, as well as the
4 incurrence of debt, all of which are recoverable under the New
5 Jersey Consumer Fraud Act.

6 The lost cash is represented in figures based on the
7 loss of rents, loss of loan proceeds, and the loss of the sale
8 of property. The lost property is the equity that I had or
9 should have had -- should have had but for the contributing bad
10 act of the debtor. The debt I reference is debt that would
11 have otherwise been extinguished but for the contributing bad
12 act of the debtor, leaving me holding the proverbial bag. This
13 debt will be shown to be: a) debt that was actively being
14 retired and would have eventually been extinguished by tenants'
15 rental payments, b) debt that would have been extinguished at
16 the sale of property, c) bills for legal work related to the
17 effects the illegal foreclosure had on my properties and
18 business, and d) unpaid balances for the work done on the
19 property, due to the debtor's bad act.

20 To make the debtors liable for each of the -- each
21 ascertainable loss, I have to prove that their bad act was a
22 contributing cause to that loss and that the loss is
23 ascertainable, i.e., quantifiable in some sense.

24 Now at this critical juncture I must take a moment to
25 remind the Court what type of evidence legally satisfies both

1 causation and the ascertainability under the New Jersey
2 Consumer Fraud Act. First let's be clear: legal causation,
3 under the NJCFA, is merely a showing that the bad act was a
4 cause of harm, not the cause or the majority cause but merely a
5 cause, like the -- a straw in the proverbial bundle of straw
6 that breaks the camel's back.

7 Citing from Arkan (ph.) v. Brother International, the
8 wrongful conduct need not be shown to be the sole cause of
9 plaintiff's loss but may be shown merely to be contribut --
10 merely to have contributed to the loss, noting that this is not
11 the rule for common-law fraud. As far as causation is
12 concerned, the Court will hear testimony from lenders, a
13 potential business partner, and myself, unequivocally affirming
14 that the debtors' bad act was not only a cause of harm to me
15 but often the cause.

16 Second, the legal proof required to satisfy
17 ascertainability is not the same as that under other legal
18 rules of law. The CFA is intended to be applied broadly --
19 quoting -- excuse me -- from Gonzalez v. Wilshire Credit Corp.,
20 "The CFA is intended to be applied broadly in order to
21 accomplish its remedial purpose, namely, to root out consumer
22 fraud," citing, within that case, Lemelledo v. Beneficial
23 Management Corp. of America, "and therefore to be liberally
24 construed in favor of the consumer." "... CFA has been one of
25 constant expansion of consumer protection." Gennari v.

1 Weichert Realtors.

2 As a result of this strongly settled public policy, a
3 victim of consumer fraud merely has to provide an estimate of
4 his loss. New Jersey law provides ample guidance on this issue
5 as well as to what this means in regard to evidence. Specific
6 to the New Jersey Consumer Fraud Act, the 2013 New Jersey
7 Appellate case, Pope v. Craftsman, clearly states that a
8 contractor's estimate is sufficient. And as evidenced by my
9 almost twenty years of contracting, I'm just such a contractor
10 and I will give an estimate.

11 Aside from specific NJCFA cases, which are more
12 liberally construed as a matter of law and well-settled law of
13 New Jersey -- no, excuse me -- as a matter of law, the well-
14 settled law of New Jersey in general is articulated in Floors
15 (sic) Inc., 3L v. Westminster Communities, Inc. and is as
16 follows: "In fact, we do permit considerable speculation by
17 the trier of fact as to damages. In Tessmar v. Grosner, ...,
18 the Court stated that '[t]he rule relating to the uncertainty
19 of damages applies to the uncertainty as to the fact of damages
20 (sic) and not as to their amount'" -- "'its amount, and where
21 it is certain that damage has resulted, mere uncertainty as to
22 the amount will not preclude the right of recovery.'"

23 Additionally, as this Court already knows, under the
24 Rules of Evidence I am qualified to render an opinion as to the
25 value of my property and the elements of that value, both

1 positive and negative, by the very fact that I am the owner of
2 the property. It is also of no small note that the value of
3 property can be properly derived from its market value or its
4 intrinsic value, which could include as valu -- include in its
5 valuation its value as a generator of revenue.

6 In regard to my ascertainable damages, the Court has
7 equitable powers granted to it in conjunction with legal
8 remedies under the NJCFA. As such, I will demonstrate that my
9 family's imminent homelessness can qualify as an ascertainable
10 loss to be remedied.

11 Now I must turn to a glaring fatal -- glaring and
12 fatal flaw in the debtors' defense as described in their
13 memo -- pre-trial memo. The debtor has no evidence, let alone
14 qualified admissible evidence, to rebut the direct and
15 unequivocal testimony as to causation by the very decision-
16 makers themselves who decided to not do business with me
17 because of the debtors' fraudulent foreclosure. And the
18 debtors have no evidence, let alone qualified admissible
19 evidence, to rebut the value of the ascertainable losses.

20 The debtors propose to espouse hollow conjecture and
21 pure speculation at best and, as such, I will likely be
22 objecting frequently, as there is no witness on their list who
23 can testify to these matters, and counsel should not be allowed
24 to testify for the debtors. To allow such bold and unsupported
25 speculation to be bandied about unabated would be highly

1 prejudicial and legally wrong.

2 Finally, in regard to the 9717 Old Dell Trace
3 property, the debtors have indicated in their pre-trial brief
4 that they intend to prove that I had sufficient funds to
5 complete the renovations but chose to do otherwise. This flies
6 in the face of my self-interests and my motives, and I will
7 demonstrate that I actively continued to try and complete the
8 renovations and protect my assets practically down to my last
9 dollar, even to the peril of my wife and children. I did this
10 as a matter of course.

11 Also, it is of no small legal significance that the
12 debtors have no qualified witness to offer an opinion via
13 testimony whether I could or could not have finished the
14 property. As such, should -- and as such, they should be
15 barred from arguing an opinion that does not exist.

16 Finally, if the Court does consider what my actions
17 were, it must again consider this: the debtors' bad act merely
18 has to be a cause, and that must be liberally construed as a
19 matter of law -- settled law and public policy. And I must
20 also point out that there is no obligation to mitigate my
21 damages, although I tried, under the NJCFA.

22 I think that's it.

23 THE COURT: Okay.

24 Ms. Hager, do you wish to make an opening statement?

25 MS. HAGER: Yes, Your Honor. Your Honor, no evidence

1 was produced during discovery that could prove Mr. Reed's
2 assertion that he has any ascertainable losses caused by the
3 foreclosure on the Matlack property. You'll hear testimony
4 concerning Mr. Reed's failure to sell or rent the Old Dell
5 Trace property, which is located in Richmond, Virginia.
6 However, there's no proof of any causal link between the issues
7 with Old Dell Trace and the foreclosure on Matlack. To the
8 contrary, the failure of Mr. Reed to sell or rent the Old Dell
9 Trace property hinged on decisions made by Mr. Reed concerning
10 his renovation of that property.

11 You will also hear testimony concerning Mr. Reed's
12 inability to finish the renovations on the Old Dell Trace
13 property. Again, however, there's no causal link between such
14 failure and the foreclosure on the Matlack property. To the
15 contrary, the failure to finish the renovations is attributable
16 to other factors, such as Mr. Reed's decisions concerning how
17 to spend his available funds.

18 You'll hear testimony concerning the amount of damages
19 attributable to the loss of the Old Dell Trace property;
20 however, those are largely unsubstantiated, unquantifiable and
21 speculative.

22 You'll hear testimony concerning Mr. Reed's inability
23 to continue renting three properties in New Jersey. However,
24 there will be conflicting testimony from the tenant, explaining
25 the real motive behind moving out of those properties.

1 You'll hear testimony about Mr. Reed's claim that the
2 trust is liable for Mr. Reed's mortgage note on the New Jersey
3 properties. However, to the contrary, only Mr. Reed is liable.
4 There's no action, by GMAC or the trust, that caused harm --
5 excuse me -- that caused him to owe the money due to TD Bank,
6 on those three New Jersey rental properties. Mr. Reed claims
7 that the trust is liable for his deficiency judgment to TD Bank
8 with respect to those three New Jersey properties, but that
9 claim defies logic, since he is the one on the note.

10 You'll hear testimony concerning attorney's fees.
11 With respect to those fees, in Your Honor's October 2014
12 opinion, Your Honor found that fees incurred in prosecuting the
13 affirmative claim against GMAC are not recoverable attorney's
14 fees.

15 Lastly, Your Honor, we'll hear testimony concerning
16 claims regarding future loss of Matlack and possible
17 homelessness. However, this trial is just about other
18 properties, not the Matlack property. And as the property is
19 not yet sold and Mr. Reed has not yet been evicted, such
20 arguments are moot.

21 Thank you, Your Honor.

22 THE COURT: All right. Before we begin with the
23 evidence, Mr. Reed, you raised the issue about Ms. Kline. And
24 did you file a proof service of the subpoena on Ms. Kline, on
25 the docket at this court?

1 MR. REED: I did not. I served the subpoena with my
2 adversary, Ms. Hager.

3 THE COURT: Yes, but Rule 45(b)(4), Proof of Service:
4 "Proving service, when necessary, requires filing with the
5 issuing court a statement showing the date and manner of
6 service and the names of the persons served. The statement
7 must be certified by the server." So you didn't file a proof
8 of service, am I correct?

9 MR. REED: No, Your Honor. I can do it today.

10 THE COURT: But let me ask a couple more questions.
11 Who served Ms. Kline?

12 MR. REED: I did, Your Honor.

13 THE COURT: Personally?

14 MR. REED: Yes.

15 THE COURT: And did you tender a one-day's -- did you
16 tender the fees for one day's appearance and the mileage for
17 her to travel to New York?

18 MR. REED: I did, Your Honor.

19 THE COURT: Rule 45(g), Contempt, provides that "[t]he
20 court for the district where compliance is required", I'll
21 leave some words out, "may hold in contempt a person who,
22 having been served, fails without adequate excuse to obey the
23 subpoena or an order related" thereto. Do you wish to file a
24 motion to hold Ms. Kline in contempt?

25 MR. REED: If that would compel her, yes. Or, yes.

1 THE COURT: Well, I can sanction her. I can fine her.
2 I'm not going to have her arrested. Do you wish to file --
3 you're going to have to file a written motion; you're going to
4 have to serve her to hold her in contempt for -- first of all,
5 you're going to have to file an affidavit of service, and
6 you're going to have to establish that you -- in the affidavit,
7 you should indicate if you provided her with the fee for
8 attendance and the distance to the court.

9 While you were speaking, I Googled the distance from
10 the court to her home. In her deposition at page 9, lines 9
11 and 10, she testified that her deposition (sic) is 250 Brae
12 Bourn Road, Huntingdon Valley, Pennsylvania; and according to
13 Google Maps, that's 85.2 miles from the courthouse, within the
14 100 miles, so that if a subpoena was properly served on
15 Ms. Kline, it is enforceable. She may contest that the service
16 was proper but, if -- assuming that you file an affidavit that
17 you served her personally and paid her the witness fee and
18 mileage, the subpoena would be enforceable, it would appear.

19 And I don't know when you were planning to call her,
20 in what order you were planning to call her, but my suggestion
21 is during a recess you call her and you tell her if this is
22 your intention to file a motion to have her held in contempt
23 for failure to comply with the subpoena. And you can report
24 back to me what she says. This trial is scheduled to go on for
25 this week, so -- I don't know in what order you plan to call

1 her, but that's the starting point, Mr. Reed.

2 And if she contests the distance, she can. As I say,
3 I took her address from the deposition, at page 9, lines 9 and
4 10, and just Googled it from the distance to the courthouse.
5 As I say, it shows 85.2 miles; within the 100 miles. But she
6 has an opportunity to -- if you file a motion to hold her in
7 contempt, you need to serve her with it; and if she wants to
8 oppose it, she can. But I'll accept at this point that you
9 served her the subpoena personally and paid her the fee for one
10 day's attendance and the mileage, as required by Rule 45.

11 So I think where you go from here is the first thing
12 to do is call her and see whether she has a change in view as
13 to whether she's going to appear.

14 Let's now move on to the evidence. Want to call --
15 who's your first witness, Mr. Reed?

16 MR. REED: Hold on, Your Honor. Give me a minute.

17 (Pause)

18 MR. REED: I guess the first one is Russow Beck, III.
19 And Mr. Beck is beyond the hundred miles of the court and I
20 have his deposition. Ms. Hager --

21 THE COURT: Did you designate page and line numbers
22 from his deposition, to offer in evidence?

23 MR. REED: I thought I had to offer the whole
24 deposition.

25 THE COURT: No. No. I don't allow parties to just

1 dump a whole deposition in; that's why I require designations,
2 counterdesignations. Have you talked with Ms. Hager about
3 this?

4 MR. REED: Ms. Hager and I talked about -- I guess --
5 Was it Saturday, Barb?

6 -- about the deposition. She said that I didn't have
7 to read the whole deposition. She said that I can pick
8 sections but to just make sure we're all on the same page when
9 we're doing that.

10 THE COURT: Ms. Hager, tell me what your position is.
11 It's a short deposition.

12 MS. HAGER: Your Honor, Mr. Reed and I spoke yesterday
13 midday about these depositions. There are a number of
14 witnesses on Mr. Reed's list that are from Virginia and
15 Maryland --

16 THE COURT: Right.

17 MS. HAGER: -- and, therefore, not subject to trial
18 subpoena. And Mr. Reed asked me how he should go about
19 offering them. I noted that he did supply in his exhibit
20 binder entire copies of some of these depositions. I told him
21 that that's not the way it works. From my perspective, if he
22 were to read in what he wants to read in, if I could then read
23 in any cross, that would be okay. Obviously, he didn't
24 designate any portions prior, but he's --

25 THE COURT: All right.

1 MS. HAGER: -- pro se and didn't realize how to go
2 about that.

3 THE COURT: This is a very short deposition.

4 MS. HAGER: Many of the Virginia ones are short; I
5 think four or five of them are contractors. The deps are
6 probably ten minutes long. There are a few others that are
7 longer. There's a gentleman who's in Maryland: Paul Molloy.
8 His deposition's longer, so I don't know how Your Honor would
9 feel about that. But there're certainly four or five that are
10 particularly short.

11 THE COURT: All right. Mr. Reed, I'll permit you to
12 read the portions of the Beck deposition into evidence that you
13 wish to offer. You need to tell me the page and line numbers
14 that you're offering, all right? Ordinarily, Mr. Reed, where
15 depositions are being used, I require that the parties, in
16 advance of trial, designate by page and line number the
17 portions of the deposition that are being offered.

18 At least we'll proceed for now. I see Mr. Beck's
19 deposition appears at tab 21 of Mr. Reed's binder, the first --
20 it's in volume 2, exhibit book 2 of 2, that Mr. Reed provided
21 to the Court. Let's go ahead, Mr. Reed; and tell me page and
22 line number.

23 So I'm going to permit you to read it into the record,
24 but you need to tell me page and line number where you're
25 reading from.

1 MR. REED: Okay, you're going to have -- like you
2 said, Your Honor, I'm going to have to do that as best I can
3 here. I thought I had to read the whole thing, so you're going
4 to -- bear with me while I do this.

5 THE COURT: This deposition in the binder -- I guess
6 the deposition itself is twelve pages, according to the
7 transcript. It only fills three pages in the binder.

8 Ms. Hager, what's your view as to -- do you object to
9 his offering this full transcript? By doing that, I'm not
10 necessarily permitting him to offer all of his transcripts, but
11 what portions are -- you have your cross-examination there as
12 well.

13 I didn't anticipate, Mr. Reed, that we were going to
14 be taking up trial time to go through this exercise.

15 What's your position, Ms. Hager, with the Beck
16 deposition?

17 MS. HAGER: Your Honor --

18 THE COURT: What --

19 MS. HAGER: I would intend to read in the majority of
20 my cross-exam, which is beginning on page 7, line 22, and
21 ending page 11, line 11, which is, I think, the bulk of the
22 transcript. There's one item, one exchange, that I would have
23 an objection to on hearsay grounds but, beyond that, I wouldn't
24 have an objection to him offering the whole transcript.

25 THE COURT: Tell me what portion you object to on

1 hearsay grounds.

2 MS. HAGER: Sure. Page 6, line 18. Did Your Honor
3 want me to read --

4 THE COURT: No, let me read it --

5 MS. HAGER: -- them in or just --

6 THE COURT: -- to my --

7 MS. HAGER: Sure.

8 THE COURT: To what?

9 MS. HAGER: To page 7, line 5.

10 THE COURT: All right, just give me a sec.

11 All right, Ms. Hager's objection to the portion of the
12 Beck transcript, page 6, line 18, through page 7, line 5, the
13 hearsay objection's sustained. That portion of the transcript
14 is not admitted in evidence.

15 That's the only objection you have, Ms. Hager?

16 MS. HAGER: Yes, Your Honor.

17 THE COURT: Mr. Reed, do you have any objection to any
18 portion of Ms. Hager's cross-examination?

19 (Pause)

20 MR. REED: No, Your Honor.

21 THE COURT: All right. The Beck deposition
22 transcript, which as I said appears at tab 21 of Mr. Reed's
23 exhibit binders -- it's the deposition of Russow, R-U-S-S-O-W,
24 R. (sic) Beck, III, taken on August 9th of 2016. The
25 deposition transcript is admitted in evidence, except for the

1 portion as to which I sustained the objection -- the hearsay
2 objection: page 6, line 18, through page 7, line 5.
3 (Deposition transcript of Russow E. Beck, III, excepting page
4 6, line 18, through page 6, line 5, was hereby received into
5 evidence as a Reed's exhibit, as of this date.)

6 THE COURT: All right, what's your next witness?

7 MR. REED: Your Honor, I -- do I -- this is a
8 procedural question. I would like to -- don't know if it's
9 necessary but, if so, I move to admit the exhibits -- I'm
10 sorry -- the declaration and the documents that Mr. Beck
11 testified regarding their authenticity and the origin.

12 THE COURT: Ms. Hager?

13 MS. HAGER: Which exhibit is Mr. Reed referring to?

14 MR. REED: If I do them one at a time, the first
15 exhibit is the -- well, I guess it's one exhibit; it's the --

16 THE COURT: This is the -- the only thing I see in the
17 book is Beck 1 was the declaration with many, many pages
18 attached --

19 MR. REED: Yes. That's it, Your Honor.

20 (Pause)

21 THE COURT: Mr. Reed, the copies in my binder are
22 illegible. Are they -- I don't even -- are they referenced in
23 the deposition?

24 MR. REED: Yes. They're referenced in the -- the
25 declaration --

1 THE COURT: No, are they referenced in the deposition?

2 MR. REED: Yes.

3 THE COURT: Tell me. Show me the page and line
4 number.

5 (Pause)

6 MR. REED: It is the -- page -- starts on page 4 of
7 the deposition, line 25. They were attached to the declaration
8 and I handed him his declaration and the exhibits. So that's
9 why the exhibit is the declaration with the -- all the
10 invoices.

11 (Pause)

12 THE COURT: Ms. Hager?

13 MS. HAGER: Your Honor, during cross-exam I asked
14 about the support for Mr. Beck's number in his declaration. He
15 stated in his declaration that he was owed \$18,954.28. And on
16 page 7, line 24, I asked, "Do you have any supporting records
17 for that?" He said, "Yes." I asked on page 8, "Are they with
18 you today?", and his answer was, "I've got some." And he went
19 on for a few pages to talk about what he had with him and the
20 support for it, and he never quite had -- never quite seemed to
21 have support for the 18,000-dollar number that was in the
22 declaration.

23 And so I don't know if what is attached to the
24 declaration is actually what is support for the 18,000 or if
25 that's something different. When I look at those documents, I

1 don't see a total. He talked in his cross about some records
2 from 2002, which he admitted would have to come out of there
3 because that's not the right time frame. So I'm not -- I'm
4 really not sure what is attached to the declaration.

5 THE COURT: I can't read them.

6 MR. REED: Your Honor, I can read the ones I have, and
7 I don't --

8 THE COURT: Well, it doesn't do me any good, Mr. Reed,
9 if you're offering in evidence copies of illegible exhibits.

10 First, Ms. Hager, are you objecting, or not, to the
11 exhibits attached to the declaration that's appended to the
12 deposition transcript?

13 MS. HAGER: I'm objecting on relevance grounds.

14 THE COURT: All right, that objection's overruled.

15 MS. HAGER: Hearsay.

16 THE COURT: Take them for what it's -- well, he
17 testified that Mr. Reed owed him \$18,954.28, based on the
18 examination of his books and records. And at page 8, lines 2
19 through 8, I think he's saying that there're invoices for
20 \$13,402.37. I'm going to overrule the objection both on
21 relevance and hearsay.

22 All right, and --

23 So, do I understand that Mr. Beck operates a lumber
24 and building-supply company and that over some period of time
25 Mr. Reed purchased items from him and what he's testified to

1 was that Mr. Reed didn't pay 18,000 dollars of the bills? Is
2 that a fair statement, Ms. Hager?

3 MS. HAGER: I believe so, although at one place he
4 testifies about 13,000, but then I think at the end he comes
5 back around to the 18 -- some --

6 THE COURT: You got --

7 MS. HAGER: -- a number just short of --

8 THE COURT: He came with --

9 MS. HAGER: -- 18.9.

10 THE COURT: -- invoices that backed up about 13,000,
11 but he said --

12 MS. HAGER: That's --

13 THE COURT: -- the number from their --

14 MS. HAGER: That's correct.

15 THE COURT: -- books and records was the 18,000.

16 MS. HAGER: That's correct.

17 THE COURT: All right. So the exhibit attached to the
18 deposition transcript as Beck 1 is in evidence.

19 (Exhibit 1 to deposition transcript of Russow E. Beck, III was
20 hereby received into evidence as a Reed's exhibit, as of this
21 date.)

22 THE COURT: Relevance is going to depend -- I don't --
23 can't even read the dates that these invoices cover, Mr. Reed.
24 Where're the dates?

25 MR. REED: It'd be on the line, Your Honor, above

1 each -- so, below my address, in the first line it will say
2 "Cash", then I'll have some kind of code number, then "Cash"
3 again. And Bill Foster, for example; I'm looking at one and it
4 has an '09 date. Let's see. If you look to the first one --

5 THE COURT: Ms. Hager, did you explore -- what's the
6 time period that it covered, by the unpaid invoices?

7 MS. HAGER: The time period is 2009, with the
8 exception of two that he testified about during his deposition,
9 that I did not see in the exhibit, which were from 2002.

10 MR. REED: Your Honor, I did not do business with them
11 in 2002, that I can remember.

12 THE COURT: So what's the date, Mr. Reed, of the very
13 first invoice that appears behind Beck's declaration?

14 MR. REED: That looks like the -- 10/30/02.

15 THE COURT: That's -- I can barely make that out.
16 That looks like a 2002 invoice.

17 MR. REED: Yes.

18 MS. HAGER: Well, the first one I'm looking at looks
19 like it's from 1/30/09. Am I -- are we on Exhibit 20?

20 THE COURT: 21.

21 MS. HAGER: Oh, 21.

22 THE COURT: The declaration.

23 MR. REED: That should be a duplicate of that.

24 MS. HAGER: It --

25 MR. REED: Oh, yeah. Barb --

1 MS. HAGER: It isn't.

2 THE COURT: It's not a duplicate, Mr. Reed. It does
3 look like it's a 2002.

4 (Pause)

5 THE COURT: The second one looks like it's from 2005.

6 MR. REED: Yes, Your Honor, there are -- I find
7 them --

8 THE COURT: How is it you're trying to recover for a
9 bill you didn't pay in 2005 or 2002?

10 MR. REED: No, Your Honor, I'm asking for what I paid
11 for regarding the Old Dell Trace, which I believe took place
12 all within 2009. Mr. --

13 THE COURT: So --

14 MR. REED: If Mr. --

15 THE COURT: So why are there bills from 2002 and 2009
16 (sic) in your exhibits?

17 MR. REED: If Mr. Beck supplied them at the -- for the
18 deposition --

19 THE COURT: I thought he supplied them to show how
20 much you owed.

21 MR. REED: I understand that, Your Honor. If he
22 accidentally --

23 THE COURT: So if you didn't pay bills from 2002 and
24 2005, on what basis do you think you can recover that here?

25 MR. REED: The bills from 2002 and 2005 -- I do not

1 object to those invoices being removed; I said that to Mrs. --
2 Ms. Hager --

3 THE COURT: Mr. Reed, Mr. Reed --

4 MR. REED: And I paid those --

5 THE COURT: It's a fraud on the Court when you try to
6 tender bills, invoices, from periods not involved here. You
7 know, you just -- are you just dumping stuff in?

8 MR. REED: No, Your Honor, I'm not. I think you're --
9 two stray invoices that a third party put in there, that we
10 examined in the deposition, that I -- I had -- I had -- I did
11 not advocate for those two invoices or -- I don't even know if
12 there was any more than that. But I believe we discovered two.

13 So I'm not seeking that. Really? "Dumping".

14 THE COURT: Really? You think you can put in evidence
15 in this court, to support your damage claim, exhibits from 2002
16 and 2005?

17 MR. REED: No -- no, Your Honor. I'm supposed to -- I
18 believe I'm supposed to put in evidence what's been gathered,
19 and then allow the Court to see what is relevant.

20 THE COURT: And I'm supposed to pick and choose among
21 things that are irrelevant and things that you contend are
22 relevant?

23 MR. REED: No, Your Honor. Ms. Hager and I even -- in
24 the deposition, there were -- the ones that were not relevant
25 were stated. This started because Ms. Hager was identifying

1 the ones that were not.

2 THE COURT: Did you identify in the transcript,
3 Ms. Hager, that there were -- Mr. Beck provided exhibits
4 from -- documents from 2002 and 2005?

5 MS. HAGER: I did, Your Honor.

6 THE COURT: Where is that?

7 MS. HAGER: I -- sure. Give me one moment.

8 (Pause)

9 THE COURT: See on page --

10 MS. HAGER: The first --

11 THE COURT: -- 10, there's a reference to 2002.

12 MS. HAGER: Right. I went back a little before that.
13 On page 9 he references 2009 on line 1, as he's going through
14 the invoices. And then I questioned him at line 6: "But did
15 you mention 2002?" Then he says he has "a couple of invoices
16 that I don't -- I'd have to go back and research why, because,
17 I mean" --

18 "Were you buying back then?"

19 THE COURT: All right, I'll deal with this separately.
20 What's your next witness, Mr. Reed?

21 MR. REED: And, Your Honor, for the record, this is
22 not offered into evidence as a debt that I did not pay. These
23 were paid.

24 THE COURT: Everything in these invoices was paid?

25 MR. REED: Yes. There's some costs in the property.

1 THE COURT: All right, let's go; next witness.

2 MS. HAGER: Excuse me. Just for clarification: was
3 Exhibit 21 offered into evidence and accepted?

4 THE COURT: That's the deposition transcript.

5 MS. HAGER: Deposition transcript with those --

6 THE COURT: Yeah.

7 MS. HAGER: -- exhibits?

8 THE COURT: Yes.

9 MS. HAGER: Is that right? Okay. Thank you.

10 MR. REED: Let's go; next witness.

11 MR. REED: The next witness, Your Honor, is Nathan
12 Sowder. Same thing with his -- he's outside the hundred-mile
13 radius, in Virginia, so I looked for his deposition.

14 (Pause)

15 THE COURT: Ms. Hager, what's your position on
16 admitting this transcript?

17 MS. HAGER: Your Honor, I would read in, as my cross,
18 certain designations, which I could provide. I would also
19 object to Exhibit 2 of the transcript, which is -- which are
20 documents that were not produced during discovery and in
21 addition may pre-date the relevant time period.

22 THE COURT: Did you produce Exhibit 2 to the
23 deposition, during discovery?

24 MR. REED: I'm sorry, Your Honor?

25 THE COURT: Did you produce Sowder Exhibit 2 during

1 discovery?

2 MR. REED: It wasn't a document that I was aware that
3 it existed, Your Honor. It was produced under the subpoena to
4 bring any records by the individual, held by the individual,
5 under the deposition subpoena. And it was produced at the time
6 of the --

7 THE COURT: Is it on your exhibit list?

8 MR. REED: Yes.

9 THE COURT: What number is it on your exhibit list?

10 MR. REED: It would be under 23, deposition and
11 exhibits.

12 THE COURT: And what is Exhibit 2 to it? Tell me what
13 it is.

14 MR. REED: It's the -- they're the invoices that were
15 paid for the design work on the properties in Virginia. They
16 are in -- paid for in prior time, but are relevant because
17 they're sunk costs in the property.

18 THE COURT: Ms. Hager?

19 MS. HAGER: Your Honor, Mr. Sowder's declaration and
20 the basis for his deposition had to do with two properties in
21 Virginia. One is the property at Old Dell Trace in Richmond.
22 The other is a property on Brookschase Road (sic). Mr. Sowder
23 was the draftsman. He did some architectural drawings with
24 respect to both properties.

25 Mr. Reed has since withdrawn his claim for damages

1 relating to the Brookschase property, so to the extent that any
2 testimony about Brookschase comes in, that should be -- well,
3 it shouldn't come in. That should be stricken from the
4 deposition, and he should be limited to the amount that he
5 testified to, which only relates to the Old Dell Trace
6 property.

7 THE COURT: Well, then you need to make more specific
8 objections to page and line references.

9 MS. HAGER: Sure. On page 6, line 4, he testifies he
10 was paid a total of \$2,003.75 for the plans relating to Old
11 Dell Trace, and I would object to the remainder of that
12 sentence as it relates to the different property.

13 In addition, line 8, there's -- the sentence beginning
14 with "133 Brookschase plans were for a completed home," I would
15 object to that clause.

16 Line -- still page 6, line 15, after the comma, that
17 he began site preparation for 1333 (sic) Brookschase Lane, but
18 did not complete that project as well.

19 And on page 6 -- excuse me -- page 8 line 17 through
20 page 9 line 8, all reference the Brookschase Lane property.

21 THE COURT: All right. Look, you're going to have to
22 file an objection specifically identifying page and line
23 references to this deposition that you're objecting to.

24 And Mr. Reed, I note with respect to Exhibit 2 that
25 you're offering, it specifically relates to -- the 7,236

1 dollars that's shown on that invoice specifically relates to
2 Brookschase that's shown on page 6 of the transcript.

3 MR. REED: Your Honor, I do not object to the
4 elimination of the Brookschase stuff. This was --

5 THE COURT: This is exactly why, Mr. Reed, I require
6 page and line references to depositions that are being offered
7 and not just putting a transcript in a binder that may have
8 some things that are relevant and some that are not.

9 You made an argument five minutes ago why the exhibit
10 marked as Exhibit 2 to this deposition should come into
11 evidence. And after Ms. Hager points out that Brookschase is
12 out of the case and I reference back to page 6 of the
13 transcript, I see specifically that the 7,236 dollars which
14 you've offered this exhibit, relates to Brookschase that's not
15 in the case. I don't know what the 691 dollars -- the next
16 invoice that totals 1,513 dollars -- I have no idea what that
17 is for.

18 MR. REED: It says "Dell Trace project". And --

19 THE COURT: All right, Ms. Hager, you're going to have
20 to file a writing that identifies specifically page and line
21 reference objections to this transcript.

22 MR. REED: I'm sorry --

23 MS. HAGER: Yes, Your Honor.

24 THE COURT: And the exhibits attached to it.

25 MS. HAGER: Yes, Your Honor. The timing on that, Your

1 Honor?

2 THE COURT: Well, we're in trial this week. I want it
3 this week. I mean, get somebody in your office to go ahead and
4 dictate it. I don't know, use the Morrison & Foerster office
5 and -- this is the whole purpose of trial. I want everything
6 clear as to what's in evidence and what's not in evidence. I
7 don't want to go through an exercise like this.

8 MS. HAGER: I understand, Your Honor.

9 THE COURT: I want it by the end of the day tomorrow.

10 MS. HAGER: Thank you, Your Honor.

11 THE COURT: Which portions of your -- and indicate
12 which portions of your cross-examination you're offering in
13 evidence.

14 MS. HAGER: Yes, Your Honor.

15 THE COURT: What's the next one, Mr. Reed?

16 I'm reserving the ruling as to which, if any, portions
17 of the deposition of Nathan Sowder come into evidence. What's
18 your next witness, Mr. Reed?

19 (Pause)

20 MR. REED: Pryor deposition and exhibit. Mr. Pryor is
21 a witness who, again, is outside the --

22 THE COURT: Just hang on a second, Mr. Reed.

23 MR. REED: Oh, there's no exhibit.

24 THE COURT: Which exhibit?

25 MR. REED: There is no exhibit, Your Honor. I

1 misspoke. The exhibit -- I'm sorry. The exhibit that I meant
2 was the declaration. I thought it had to be an exhibit. So
3 his deposition has the declaration itself as a -- as an
4 exhibit.

5 THE COURT: Which witness?

6 MR. REED: Mr. Pryor -- Fred --

7 THE COURT: Where in the binder do I find --

8 MR. REED: Fred Pryor.

9 THE COURT: Where in the binder do I find it?

10 MR. REED: 27 should be Mr. Fred Pryor's deposition
11 with his -- with a declaration as an exhibit.

12 THE COURT: What's your position, Ms. Hager, with
13 respect to the Pryor transcript?

14 MS. HAGER: Your Honor, I wouldn't have an issue with
15 the deposition transcript coming in. I would read in my cross,
16 which starts page 6 line 11 and ends page 7 line 9, with one
17 exception. Page 7 line 2 through 4, I have a hearsay
18 objection.

19 THE COURT: Sustained.

20 MS. HAGER: Thank you.

21 THE COURT: All right, the transcript of Frank Pryor
22 is in evidence, with the exception of page 7 line 2 to 4.
23 (Pryor deposition transcript, with the exception of page 7,
24 lines 2 to 4, was hereby received into evidence as a Reed's
25 exhibit, as of this date.)

1 THE COURT: What's your next witness, Mr. Reed?

2 MR. REED: Derrick Rosser deposition and exhibits.

3 Mr. Rosser --

4 THE COURT: Just give me the exhibit number -- what
5 tab number in your binder?

6 MR. REED: 31.

7 THE COURT: Ms. Hager, what's your position with
8 respect to the Rosser transcript?

9 MS. HAGER: No objection to that, Your Honor.

10 THE COURT: Do you have any cross in here?

11 MS. HAGER: Right, my cross starts on page 10 line 2.

12 THE COURT: All right, do you have any objections to
13 anything in the transcript?

14 MS. HAGER: No, Your Honor.

15 THE COURT: All right. The Rosser transcript is in
16 evidence.

17 (Rosser deposition transcript was hereby received into evidence
18 as a Reed's exhibit, as of this date.)

19 THE COURT: Next, Mr. Reed?

20 (Pause)

21 THE COURT: Who's your next witness, Mr. Reed?

22 MR. REED: It's Dennis Whelan. And that would be --
23 Mr. Whelan is outside, again, the court. He's in Virginia.
24 It's outside the court's jurisdiction. 29, I believe, is the
25 tab.

1 THE COURT: Bear with me a second.

2 Ms. Hager?

3 MS. HAGER: Your Honor, I object on relevance grounds.

4 Mr. Whelan is an attorney who represented the Reeds in
5 connection with litigation relating to the Old Dell Trace
6 property more than a year after the foreclosure on Matlack and
7 more than a year after the purported turn-down by TD Bank.

8 Mr. Whelan's fees are specifically related to: 1) the
9 Old Dell Trace -- excuse me, the foreclosure on Old Dell Trace,
10 and 2) an affirmative case against Taylor, Bean & Whitaker,
11 which is the mortgage-holder on the Old Dell Trace property.

12 THE COURT: Mr. Reed, you want to respond?

13 MR. REED: The interruption of our cash flow from
14 lenders had an impact on our ability to service the debt on
15 properties, and as such, the resulting damage that came from
16 that, which is foreclosure and loss of the property. We
17 attempted to halt that, stay that, and do whatever we could to
18 prevent the loss.

19 THE COURT: Who is the mortgagee for Old Dell Trace?

20 MR. REED: My wife and I are mortgagee.

21 THE COURT: No, who gave -- who provided the mortgage?
22 You're the mortgagor. Who was the mortgagee?

23 MR. REED: Oh. Taylor, Bean & Whitaker.

24 THE COURT: And they successfully foreclosed on the
25 loan on that property, correct?

1 MR. REED: Yes.

2 THE COURT: And Mr. Whelan defended you in the
3 foreclosure action?

4 MR. REED: Yes.

5 THE COURT: And did you bring a claim against Taylor
6 Bean as well?

7 MR. REED: Yes.

8 THE COURT: And he represented you in that?

9 MR. REED: Yes.

10 THE COURT: What was the outcome of your claim against
11 Taylor Bean?

12 MR. REED: It was -- with Mr. Whelan, it was withdrawn
13 to be filed again under the Virginia rules of nonsuit.

14 THE COURT: Did you sue Taylor Bean?

15 MR. REED: That's what we -- that's --

16 THE COURT: And what was the outcome of that case?

17 MR. REED: It was nonsuited by Mr. Whelan, which --
18 which allows for it to be refiled.

19 MS. HAGER: Your Honor, if I may?

20 THE COURT: Go ahead.

21 MS. HAGER: After it was nonsuited, it was refiled and
22 the defendants, mortgage companies, moved to dismiss, and the
23 court granted that motion.

24 MR. REED: That was done by me. That was not done by
25 Mr. Whelan.

1 THE COURT: What was done -- what was done by you?

2 MR. REED: The refiling.

3 THE COURT: And Taylor Bean succeeded in having it
4 dismissed?

5 MR. REED: Without prejudice, allowing me to refile.

6 THE COURT: Ms. Hager?

7 MS. HAGER: I'd have to check the documents. Offhand,
8 I don't recall.

9 THE COURT: Did you make a motion in limine with
10 respect to Whelan?

11 MS. HAGER: I did not, Your Honor.

12 THE COURT: Other than relevance, do you have other
13 objections to the transcript, Ms. Hager?

14 MS. HAGER: I did have some objections through the
15 transcript, Your Honor, and I can point Your Honor to them.
16 They're where --

17 THE COURT: I want --

18 MS. HAGER: -- I made objections --

19 THE COURT: -- I want it in writing by noon tomorrow.

20 MS. HAGER: Yes, Your Honor.

21 THE COURT: Okay. I'm going to reserve decision
22 whether any of the Whelan transcript comes into evidence. And
23 by noon tomorrow, I want any objections, page and line
24 references.

25 Did you cross-examine?

1 MS. HAGER: Yes, Your Honor.

2 THE COURT: And your writing should also indicate, if
3 any of the transcript comes in, which portions of your cross-
4 examination you're offering, page and line reference.

5 MS. HAGER: Yes, Your Honor.

6 THE COURT: I'm reserving decision on the Dennis
7 Whelan transcript.

8 MR. REED: Your Honor, I apologize. I need to use the
9 restroom.

10 THE COURT: All right. We're going to take a ten-
11 minute recess. Let's make it a fifteen-minute recess.

12 (Recess from 10:24 a.m. until 10:48 a.m.)

13 THE COURT: Court's back in session. During the
14 recess, my courtroom deputy advised me that she received a
15 telephone call from Stevie Watson a realtor in Richmond,
16 Virginia. Ms. Watson told my courtroom deputy that when she
17 came to the office this morning there was a subpoena in her
18 mailbox at her office demanding her presence in court tomorrow.

19 My courtroom deputy advised Ms. Watson that we do not
20 give legal advice. We are permitting Ms. Watson to email a
21 letter to the court. To my knowledge it has not been received
22 at this point. I will leave it to counsel and Mr. Reed to
23 address the issues. Obviously, Richmond is not within a
24 hundred miles of the courtroom, but I will leave it to the
25 parties to figure out how to respond, if at all.

1 Who's your next witness, Mr. Reed?

2 MR. REED: James Suhr, and that's number 17 -- Mr.
3 Suhr is in Virginia, is outside the jurisdiction of the court.

4 THE COURT: What's the tab number?

5 MR. REED: 17.

6 THE COURT: This transcript is somewhat longer than
7 the others. What's your position, Ms. Hager?

8 MS. HAGER: Your Honor, my copy of the exhibit book
9 doesn't have the deposition transcript in it. But as long as
10 yours does --

11 THE COURT: Do you have a copy of the transcript?

12 MS. HAGER: I do have a copy of it.

13 THE COURT: Okay, it's behind tab 17 in my binder.

14 MS. HAGER: Yeah, it's not in here, but I do have a
15 copy.

16 THE COURT: All right. This transcript has seventeen
17 pages. Actually, it's fewer than that. It's thirteen pages of
18 testimony.

19 MS. HAGER: Your Honor, I had an objection on page 11,
20 line 3 --

21 THE COURT: Let me just get there, okay?

22 MS. HAGER: Sure.

23 THE COURT: It's page 11 line 3. What's wrong with
24 the question on line 3 and the answer on line 5?

25 MS. HAGER: You know --

1 THE COURT: It doesn't look objectionable to me.

2 MS. HAGER: My apologies. This was done over the
3 phone and actually my objection was to the prior question. You
4 can see that the court reporter interrupted us at page 11 line
5 6 and said, "Ms. Hager, did you object after the last
6 question?" So my objection was actually to page 10 lines 20
7 through 25.

8 THE COURT: Hold on. The objection is overruled.

9 MS. HAGER: Also page 11 lines 23 through 25, and my
10 objection is at the top of page 12.

11 THE COURT: Hold on. Through what page -- through
12 what line on page 12?

13 MS. HAGER: Page 12, 1 through 4. It looks like Mr.
14 Reed withdrew the question --

15 THE COURT: Your objection is overruled in any event.
16 He's testifying about his observations at the job site.

17 MS. HAGER: Okay. No further objections. My cross
18 starts on page 15 and goes through page 16 line 11.

19 THE COURT: Are you offering all of it?

20 MS. HAGER: Yes, Your Honor.

21 THE COURT: All right. So the deposition of James
22 Suhr is in evidence.

23 (Suhr deposition transcript was hereby received into evidence
24 as a Reed's exhibit, as of this date.)

25 THE COURT: What's your next exhibit, Mr. Reed -- next

1 witness?

2 MR. REED: Well, Your Honor, I don't -- again, I'm
3 going to make sure I don't accidentally leave something out.
4 The exhibits to the declara -- to the deposition that Mr. Suhr
5 testified to within the deposition.

6 THE COURT: Do you have any objection to those, Ms.
7 Reed -- I'm sorry, Ms. Hager?

8 MS. HAGER: If I could just have clarification on one
9 thing.

10 THE COURT: There's two exhibits.

11 MS. HAGER: Well --

12 THE COURT: At least what I have is two exhibits
13 attached to the -- his declaration is attached to the
14 deposition, and attached to the declaration are two exhibits.

15 MS. HAGER: Okay. If they're the two exhibits
16 attached to the declaration, that's fine. I only asked for
17 clarification because I don't have a copy from Mr. Reed of the
18 deposition transcript. I just wanted to make sure we're
19 talking about the same thing.

20 THE COURT: I'll tell you what I have. Attached to
21 the deposition transcript is the declaration of James Suhr
22 dated 10 April 2016. And attached to that are two exhibits,
23 two invoices: one for \$1,462.87 and one for \$303.75.

24 MS. HAGER: Yes, those are what I have attached to the
25 declaration. Thank you.

1 THE COURT: That's the only thing here. All right,
2 that's in evidence.

3 (Two exhibits to Suhr deposition were hereby received into
4 evidence as a Reed's exhibit, as of this date.)

5 THE COURT: Go ahead, Mr. Reed, who's next?

6 (Pause)

7 MR. REED: Number 15 -- tab 15 in book 1, the witness
8 is Martha Clampitt.

9 (Pause)

10 THE COURT: All right. Now, we're dealing with forty-
11 seven pages of transcript. Who's Ms. Clampitt, Mr. Reed? I
12 haven't read this. It's not in evidence. Who is she?

13 MR. REED: Ms. --

14 THE COURT: What are you offering her for?

15 MR. REED: Ms. Clampitt is a realtor in Virginia that
16 I worked with to, at the time, analyze what were the best
17 courses of action regarding the property at Old Dell Trace to
18 salvage value from it or get value from it. In this
19 particular -- out of that relationship and interaction, Ms.
20 Clampitt had advised, you know, if we could get it done, that
21 renting it was an option. And she did an analysis of what we
22 could get for rents on the property.

23 So this -- this testimony talks about if we had
24 been -- if we could complete the house, that this is what the
25 house should be able to rent for. And she did a mark -- had

1 done a market analysis of it and what was renting, how much it
2 was renting for, comparables in the -- in the relevant market.

3 THE COURT: Now, you submitted a declaration for Ms.
4 Clampitt --

5 MR. REED: Yeah, and --

6 THE COURT: -- and Ms. Hager took her deposition?

7 MR. REED: Correct.

8 THE COURT: Ms. Hager, what's your position on the
9 deposition?

10 MS. HAGER: Well, Your Honor, the deposition, in large
11 part, exceeds the scope of the declaration. It was my
12 deposition. Mr. Reed did --

13 THE COURT: Well, she's not -- the declaration isn't
14 coming in. She's not here. If she was here for cross-
15 examination, it would be one thing. You took her deposition.
16 Some of it may be admissible, and some of it not.

17 MS. HAGER: Right. So --

18 THE COURT: Tomorrow at noon, give me any objections,
19 page and line reference to the deposition, on whatever grounds.
20 This is what I try to avoid, what we're doing now.

21 MR. REED: Well, we're going to be done a lot quicker
22 this -- Your Honor, I hate to say it, because we're nearing the
23 end of my -- the witnesses that are outside the scope --

24 THE COURT: These comments are really addressed to Ms.
25 Hager, because what am I supposed to do, Ms. Hager? You took a

1 deposition, you didn't give me what you want to offer. I've
2 got a deposition in a binder.

3 MS. HAGER: Well, Your Honor, I mean, it's his
4 witness, and --

5 THE COURT: Mr. Reed, which portions of the deposition
6 do you want? I'm not dumping the whole thing in evidence.
7 Okay? Mr. Reed, I'm giving you until noon tomorrow to give me
8 in writing specific page and line references in the Clampitt
9 deposition transcript that you're offering into evidence.

10 And you can't just throw in -- look, I bent over
11 backwards. The other transcripts were short. This one's
12 longer now. I don't know what is relevant, what's not
13 relevant, what comes in. The fact that Ms. Hager took her
14 deposition doesn't make it admissible at trial.

15 Ms. Hager, if there are portions of the transcript
16 that you want to offer, I want to see it in writing, page and
17 line references, tomorrow at noon.

18 MR. REED: Your Honor, the Watson declaration is
19 similar.

20 THE COURT: Let's deal with Clampitt first, Mr. Reed.
21 Do you understand what you have to do?

22 MR. REED: Yes, I have to go through the -- through
23 the depo -- let me restate it to make sure I understand it. I
24 have to go through the deposition and make a list of citations
25 to the deposition which include page and line references --

1 THE COURT: Correct.

2 MR. REED: -- as to what I'm going to submit.

3 THE COURT: By tomorrow at noon.

4 MR. REED: I would -- Your Honor, I would -- to make
5 this all simpler, I would ask us to adjourn and allow me to do
6 that --

7 THE COURT: I'm not adjourning, Mr. Reed. I made
8 clear, we have four trial days, okay. You want to do it during
9 your lunch break, do it during your lunch break. You can do it
10 before tomorrow at noon, fine. But we're going on. Okay? I
11 don't waste trial time. I have a busy schedule. Okay?

12 MR. REED: Your Honor, I was just offering to do it
13 for the remaining ones that are -- that are lengthy depositions
14 as well, so that I --

15 THE COURT: You'll run into the same roadblock, okay?
16 I'm not putting entire transcripts in evidence. I bent over
17 backwards when the transcripts were less than ten pages, but
18 now we're up to a forty-eight-page transcript.

19 MR. REED: You know, I'm not saying I don't want to do
20 it. I would like to do the next three for the Court so that it
21 will be simpler and more streamlined, instead of -- I don't
22 want to aggravate you. And so the Oxford one is -- the Paul
23 Molloy one is lengthy, the Stevie Watson one that she's outside
24 the hundred-mile radius is lengthy.

25 THE COURT: She seems to think you subpoenaed her. I

1 don't know whether you tried or not. It doesn't sound like you
2 served her personally, but --

3 MS. HAGER: Your Honor, with respect to this universe
4 of witnesses that we're talking about here, until last Friday
5 afternoon or some point on Friday, my understanding was that
6 Mr. Reed was intending to subpoena them and did intend to have
7 them come here personally.

8 I did not weigh in on that, but he did send me
9 subpoenas that he either served or tried to serve on all these
10 people. So I did not know that they were not coming. I will
11 certainly have my references in as Your Honor has ordered. But
12 from my perspective, I didn't know that they weren't coming.

13 THE COURT: Okay. Okay.

14 MR. REED: And the reason -- Your Honor, the reason
15 why I subpoenaed them is because I -- again, it's just a
16 mistake on my part. I thought I had to try to get them to
17 come, even though they were outside the hundred-mile radius,
18 and that was some condition precedent to using their
19 depositions. I didn't realize just the mere fact that they
20 were outside the hundred-mile radius --

21 THE COURT: Well, the question is, are they available?
22 And if they're outside -- if they voluntarily come, that's one
23 thing. You can't compel their attendance.

24 (Pause)

25 THE COURT: All right. With respect to the use of

1 depositions, Federal Rule of Evidence 804(b), B as in boy,
2 provides that:

3 "The following are not excluded by the rule against
4 hearsay if the declarant is unavailable as a witness: (1)
5 Former Testimony. Testimony that: (A) was given as a witness
6 at a trial, hearing, or lawful deposition, whether given during
7 the current proceeding or a different one; and, (B) is now
8 offered against a party who had -- or, in a civil case, whose
9 predecessor in interest had -- an opportunity and similar
10 motive to develop it by direct, cross-, or redirect
11 examination."

12 So if a witness is beyond the subpoena power of the
13 court, their testimony can't -- their appearance can't be
14 compelled. And former testimony in a deposition is not
15 excluded on the basis of hearsay. The testimony has to be --
16 offered has to be relevant and otherwise meet the rules --
17 satisfy the rules of evidence.

18 We'll complete going through these depositions,
19 Mr. Reed. We've done the Clampitt deposition, and as to
20 Clampitt, Ms. Clampitt is beyond the subpoena power, can't be
21 compelled to appear. Her deposition is not made inadmissible
22 because it's hearsay. But I require page-and-line-reference
23 offers by both sides by tomorrow at noon.

24 Let's go on to your next one. I tried with the
25 shorter ones -- I tried to avoid what I'm having to do now.

1 When I say the shorter -- the shorter transcripts. What's the
2 next transcript, Mr. Reed?

3 (Pause)

4 MR. REED: Your Honor, the witness is Stevie Watson.
5 The deposition is at tab 13. It is similar in length. It's
6 thirty-seven pages.

7 (Pause)

8 THE COURT: Where's the Watson deposition transcript?
9 Oh, it's behind tab 13?

10 MR. REED: Yes.

11 THE COURT: All right. With respect to Ms. Watson,
12 the Court entered an order on September 14th, 2016 granting the
13 Trust's motion in limine with respect to Ms. Watson's
14 testimony, to the extent that Watson's expert report will be
15 excluded from evidence.

16 I won't read the entire order, but the order said, in
17 part, "The Court concludes that Watson's expert report is not
18 admissible. Reed also argues that Watson will also testify as
19 a fact witness regarding her work in marketing the Dell Trace
20 property. Whether Watson can offer competent, admissible
21 evidence as a fact witness will be determined at trial."

22 So with respect to the Watson transcript, Mr. Reed, by
23 tomorrow at noon, you need to indicate by page and line number
24 the portions of Ms. Watson's testimony that you believe are
25 admissible for her testimony as a fact witness. I've excluded

1 her testimony as an expert.

2 There any portions of the transcript, Ms. Hager, that
3 you wish to offer? I mean, a lot of your cross-examination was
4 about the purported expert report, which I've excluded.

5 MS. HAGER: Right, and Your Honor, I'm trying to
6 recall even any testimony that Mr. Reed might be able to offer,
7 so I'm going to say no. And I did have one, perhaps, question.
8 Direct exam in this case is to be limited by the witness'
9 declarations. So given Your Honor's order on the motion in
10 limine and looking at her declaration, there are only two
11 potential areas that are included in her declaration that she
12 could testify about. I realize the declaration is not in
13 evidence, but she says, number one, "I'm a realtor who has done
14 a variety of real estate transactions with Frank Reed"; number
15 two, "My offices are in Henrico, Virginia."

16 So my understanding would be that any dep mentions
17 that Mr. Reed submits would be limited to those two --

18 THE COURT: No, let me make clear. She's not here.
19 He can't compel her to be here. If she comes voluntarily, it's
20 a different story. I will listen to Mr. Reed tomorrow as to
21 what portions, if any, of the transcript that are not excluded
22 by my prior order should be admitted, and you can make your
23 objections to it. Like other witnesses who were being offered
24 by deposition, I'll rule on the admissibility when the offer is
25 made.

1 For completeness of the record, my order, granting in
2 part the Trust's motion in limine with respect to the Stevie
3 Watson testimony and expert report, is at ECF docket number
4 10120. And I gave Mr. Reed copies of those orders before he
5 left court at the last -- my courtroom deputy gave him copies
6 of those orders when you were both last here at the final pre-
7 trial conference.

8 So tomorrow noon, put page-and-line references to the
9 portions of the transcript that are being offered. You need to
10 provide Ms. Hager with that page-and-line reference so that, if
11 she's going to object, she can specifically object. The only
12 thing I'm going to consider admitting are those things that you
13 specifically designate and that are not inconsistent with the
14 order granting in part the motion in limine.

15 Who's next?

16 (Pause)

17 MR. REED: Tab 19, Your Honor, a witness outside of
18 the jurisdiction of the Court in Virginia, Alex Uminski. This
19 is a very short deposition. It's ten pages of actual content.
20 Page 11 is the certification of the courtroom -- or court
21 reporter.

22 THE COURT: What are you offering Mr. Uminski for?
23 Well, what's quite confusing to me, Mr. Reed, you've attached
24 to the Uminski deposition a declaration of Stevie Watson, which
25 is not a declaration of Stevie Watson; it's a declaration of

1 Alex Uminski.

2 MR. REED: Yeah, it was because I -- in talking to the
3 witnesses, a number of them wanted me to take down what they
4 said, draft it, send it to them, have them review it. And I --
5 it was a -- the header. I did it for several of them.
6 That's --

7 THE COURT: All right, fine. What are you offering
8 Mr. Uminski to prove?

9 MR. REED: I'm sorry, Your Honor. I --

10 THE COURT: What are you offering Mr. Uminski's
11 testimony for?

12 MR. REED: Mr. Uminski is an appraiser in the Richmond
13 market who did a subject-to appraisal on the 9717 Old Dell
14 Trace property, and it was done in 2008. I offer it to
15 demonstrate to the Court the lost value that we otherwise would
16 have been able to realize had not the debtors' bad act
17 interfered with the completion of the property.

18 THE COURT: All right.

19 Ms. Hager, what's your position with respect to the
20 Uminski transcript?

21 MS. HAGER: Your Honor, I have an objection on page 7,
22 line 18 through page 8, line 3.

23 MR. REED: Can you repeat that, please?

24 MS. HAGER: Page 7, line 18 through page 8, line 3.

25 MR. REED: Page 7, line 18 through, again?

1 MS. HAGER: Page 8, line 3.

2 THE COURT: Overruled.

3 MS. HAGER: Then I would offer in my cross, which
4 starts on page 8, line 10, through page 10, line 7.

5 THE COURT: What about with respect to the appraisal
6 that's attached?

7 MS. HAGER: Your Honor, the appraisal itself, which is
8 attached to the declaration, which is Exhibit 1 to the
9 deposition transcript, is objectionable on the grounds of
10 hearsay.

11 (Pause)

12 THE COURT: All right. The objection to the appraisal
13 is overruled, subject to the following. I can't read it, Mr.
14 Reed. The copy you've put in the binder is illegible, other
15 than a few pages of it. Most of it, in the copying, it's just
16 not possible to read it. If you don't provide the Court with a
17 better copy, I'm excluding it. To be specific, pages 1 of 6, 2
18 of 6, 3 of 6 --

19 MR. REED: Hold on, Your Honor. I'm going to --

20 THE COURT: Stop. And 6 of 6. And then there are --
21 let me go back, because there are pages all the way at the
22 bottom of the declaration and exhibits, so I'll use those
23 instead. 2 of 18, 3 of 18, 4 of 18, 7 of 18, 8 of 18, 9 of 18
24 can't be read in the copy that's been provided to the Court.
25 Unless legible copies are provided to the Court, the exhibit

1 will be excluded.

2 MR. REED: Your Honor?

3 THE COURT: Yes.

4 MR. REED: If we turn to page 18 or tab 18, I included
5 in the book the declaration itself with the exhibit itself. In
6 my book, it's strikingly clearer.

7 THE COURT: It is. Talk to Ms. Hager during the
8 recess and -- I'm not going to go through it and compare every
9 page -- that may satisfy my concern. The one that's attached
10 to the deposition transcript, I can't read the pages I've
11 referenced.

12 MR. REED: I think that has --

13 THE COURT: It does look to me that they're legible
14 behind tab 18, but I'm not going to go through it and compare
15 it now. Talk to Ms. Hager. If during the lunch break, she
16 agrees that it's the same and I can substitute the pages in the
17 exhibits to the transcript, that's fine.

18 What's the next witness?

19 MR. REED: Your Honor, I'd like to make a comment
20 about the logistics of this. It appears to me that the
21 exhibits attached to the deposition, those were copied and
22 scanned in by the court reporting service.

23 So for example, the Russ -- the Beck declaration. I
24 would take a look at that to see also, because the Beck
25 declaration itself, the original, may be clear as well, because

1 that declaration with its attachments was copied by the court
2 reporting service. And we were all looking at the exhibits of
3 the deposition, which seems like, as a second-generation copy,
4 it's fading out, but that's happening with the court reporting
5 service, not with the original documents.

6 THE COURT: Talk to Ms. Hager during lunch, and if you
7 can satisfy, I'm fine with it. If there's a better copy -- if
8 both sides agree that there's a better copy attached behind a
9 different tab, I'll permit you to substitute the better copy
10 with the exhibits to the deposition that are coming into
11 evidence. So talk to Ms. Hager about it, okay?

12 What's next?

13 MR. REED: The Molloy -- in my -- in the table of
14 contents, it's called the Oxford deposition and exhibits, but
15 it's the deposition of Paul Molloy, representative of the
16 Oxford organization.

17 THE COURT: Where do I find it?

18 MR. REED: 7 -- tab 7, book 1. I don't remember the
19 length of that one. I think it's a little longer.

20 THE COURT: The transcript's fifty-eight pages. Who's
21 Mr. Molloy?

22 MR. REED: Mr. Molloy -- for fifteen years, my three
23 New Jersey properties, the properties that I rented in New
24 Jersey -- owned and rented in New Jersey -- were rented by an
25 organization called the Oxford House. They continually renewed

1 the leases and expanded from one house to two house (sic) to
2 three houses with me over time. And Mr. Molloy stands for the
3 proposition that -- or his testimony does that if I hadn't lost
4 the houses in foreclosure, then they would have continued to
5 rent them infinitum. Mr. Molloy, in his testimony, discusses
6 how they've -- there are houses within their 2000-house system
7 that they've started renting in the 70s and they're still
8 renting from the grandchildren of the people they originally
9 rented from.

10 THE COURT: Okay, I understand what you're offering it
11 for.

12 And Ms. Hager, do you agree, Mr. Molloy is outside the
13 subpoena range of the Court?

14 MS. HAGER: Yes, I do, Your Honor.

15 THE COURT: Okay.

16 Mr. Reed -- well, what's your position with respect to
17 the deposition transcript, Ms. Hager?

18 MS. HAGER: Your Honor, this is a deposition that was
19 taken by me. There is some limited cross by Mr. Reed that
20 starts on page 52. Mr. Molloy's testimony is contrary to that
21 which was in his -- there's a letter that was attached to his
22 declaration, wherein he said that he would've -- Oxford House
23 would have continued to rent the properties, but for the
24 foreclosure, without any description of what the foreclosure
25 was. And he was, of course, asked about that in his

1 deposition, and what he said was, he didn't care about the
2 foreclosure on Matlack or didn't care about any other
3 properties.

4 So I don't have a problem with the testimony itself
5 and with the deposition transcript. That can come in; I'm not
6 objecting to it, except to the extent that it exceeds the scope
7 of the declaration and is, in fact, contrary to the
8 declaration.

9 And the way Mr. Reed just articulated it is new on me
10 because he's never said it that way before. He's slightly
11 adjusting the purpose for which this was initially offered.

12 THE COURT: Well, what did Mr. Molloy say in the
13 deposition you took?

14 MS. HAGER: He said that the way that Oxford House is
15 broken up, corporate is not responsible or in charge of the
16 leases for individual houses, such that -- and I'll back up for
17 one second. Oxford House finds housing for recovering
18 alcoholics and drugs addicts, okay? So with respect to any
19 house that is rented -- essentially a halfway house -- with
20 respect to any house that is rented, the individuals residing
21 in the house constitute a unit of -- an independent unit of
22 Oxford House.

23 But the way he testified was that those individual
24 units -- so in this instance, three that were renting three
25 different properties from Mr. Reed -- wouldn't care about the

1 landlord's finances, wouldn't care about whether they're in
2 foreclosure on some other property. They have no interest in
3 any of that whatsoever.

4 And that was contrary to that which was in the letter
5 attached to his declaration, which, minimally, was misleading
6 because what it says in the letter is they would have continued
7 renting but for the foreclosure, okay? And the fact that they
8 stopped renting those three properties has absolutely nothing
9 to do with the foreclosure on the Matlack properties. In
10 reality, the three rental properties were foreclosed upon by TD
11 Bank a year or so later than all the events that followed from
12 the Matlack foreclosure.

13 THE COURT: What about the exhibits to the deposition?

14 MR. REED: Will I get to respond to that also, Your
15 Honor?

16 THE COURT: Sure. Go ahead.

17 MR. REED: The response?

18 THE COURT: Go ahead.

19 MR. REED: Your Honor, in the deposition with Oxford
20 House, this is the first time that we really had a chance, even
21 myself, to fully clarify this misstatement that Oxford
22 provided. And in discovery, TD Bank, in their depositions,
23 testified that it was because of the foreclosure that they
24 ceased their relationship with me and specifically sent my
25 rental property accounts to asset recovery to foreclose on

1 them. And we expect Mr. Curley to testify to that on
2 Wednesday, when he appears, linking the causation of the loss
3 of the properties and the loss of the tenants.

4 So my understanding originally, misreading it --
5 because this letter was provided as part of the Federal Reserve
6 foreclosure mediation --

7 THE COURT: Which letter?

8 MR. REED: Oxford House provided a letter to me. It's
9 in -- and it was in the -- attached to their declaration.

10 THE COURT: This is a letter, July 10th, 2012?

11 MR. REED: Yeah. And then when we got into it, Mr.
12 Molloy was clarifying that it's the loss of the property --
13 they would have otherwise continued renting it. They would
14 have -- they would have stayed renting it, but since I lost the
15 properties and it went into foreclosure, that's why they would
16 no longer continue; otherwise, they would have.

17 But the causation of the loss of those properties is
18 linked by TD Bank. TD Bank says look, we had a long-term
19 relationship. You'll hear this testimony. We have decades of
20 a relationship through thick and thin, but when you went into
21 foreclosure, that was it. Our relationship was over,
22 including, expressly in the deposition -- and I understand when
23 we repeat it here in trial, through TD's counsel -- that the
24 relationship was terminated and expressly stated that they took
25 the properties back because of the foreclosure.

1 THE COURT: Did TD Bank have mortgages on the three
2 properties that Oxford rented?

3 MR. REED: Yes.

4 THE COURT: And you didn't pay those mortgages, so
5 they foreclosed on them; is that right?

6 MR. REED: No. There was a term note. They --

7 THE COURT: Mr. Reed, did TD Bank foreclose on the
8 three properties that Oxford rented --

9 MR. REED: Yes.

10 THE COURT: -- because you had not paid the mortgages
11 on the three properties?

12 MR. REED: No, TD Bank -- there was an -- there was
13 a --

14 THE COURT: Was there --

15 MR. REED: -- a one-year note, and they said that they
16 were not going to renew it because of the foreclosure actions
17 on the house.

18 THE COURT: Mr. Reed, were there separate mortgages on
19 each of the three houses --

20 MR. REED: No, it was a --

21 THE COURT: Stop. Do not interrupt me. Did TD Bank
22 hold separate mortgages on each of the three properties that
23 Oxford rented from you?

24 MR. REED: No.

25 THE COURT: Did they hold a mortgage on the three

1 properties that Oxford rented from you?

2 MR. REED: Yes. It was a blanket mortgage.

3 THE COURT: And what properties did that mortgage
4 cover?

5 MR. REED: 318 Columbia Avenue in Stratford; 21 Darien
6 Drive in Cherry Hill, New Jersey; and 52 Stone Hollow Drive in
7 Sicklerville, New Jersey.

8 THE COURT: And how much was that blanket mortgage
9 for?

10 MR. REED: 600,000.

11 THE COURT: And were you in default on your payments
12 on that mortgage?

13 MR. REED: No, not at the time of -- no. We were --
14 at the time TD found out about the foreclosure, we were
15 current.

16 THE COURT: Mr. Reed, when TD filed a foreclosure
17 action on the mortgage that covered the three properties that
18 Oxford rented from you, had you defaulted in payments on that
19 mortgage? Just a yes or a no.

20 MR. REED: I don't remember, Your Honor, if it was
21 after they said our relationship was over. I can't remember
22 what the course --

23 THE COURT: Ms. Hager, can you enlighten me?

24 MS. HAGER: Your Honor, TD Bank did have a blanket
25 loan against these three properties, as of -- that loan was

1 made in June of 2008. I'm not even sure that he -- I don't
2 know what the payment schedule was. My understanding is before
3 TD Bank refinanced into the June -- in June of 2008, that there
4 were payment defaults on the prior loans. So in June of 2008,
5 there was an amended and restated loan.

6 THE COURT: This covered the three properties?

7 MS. HAGER: That covered the three properties. And
8 then subsequently what happened, I don't know.

9 THE COURT: Do you know why TD initiated a foreclosure
10 action with respect to the three properties?

11 MS. HAGER: I don't know for sure. I do know that
12 there was testimony given by Mr. Curley regarding the 665,000-
13 dollar loan being taken to work out.

14 THE COURT: All right.

15 MS. HAGER: That loan was viewed --

16 THE COURT: We'll deal when --

17 MS. HAGER: -- by them as a business loan, so I don't
18 know if there were certain terms.

19 THE COURT: What is your position with respect to the
20 exhibits attached to the Molloy transcript?

21 MS. HAGER: No objection.

22 THE COURT: All right. The Molloy transcripts and
23 attached exhibits are in evidence.

24 (Paul Molloy transcript and attached exhibits were hereby
25 received into evidence as a Reed's exhibit, as of this date.)

1 What's next, Mr. Reed?

2 MR. REED: It's going to take me a moment, Your Honor.
3 My blood sugar is going low.

4 (Pause)

5 MR. REED: Your Honor, I did not expect this to happen
6 in this speed. I thought I had to read all of these things.
7 The witnesses that I have scheduled are Robert Curley, coming
8 Wednesday; Joan Kline, who I'm going to try and compel; Mr.
9 Maines is supposed to come Wednesday. I don't even have my
10 material to testify, myself, to -- I was planning on
11 testifying Thursday. And there are no other witnesses. There
12 are documents; there's some government self-authenticating
13 documents from Virginia, from New Jersey to be admitted. And I
14 think the other documents, some of them have to be admitted
15 with the testimony of, maybe, Mr. Curley and myself and Ms.
16 Kline. So I don't know, logistically, where to go here
17 because --

18 THE COURT: Let me ask --

19 MR. REED: -- we're ninety -- we're eighty percent
20 done -- seventy percent done.

21 THE COURT: Let me ask this question, Mr. Reed. Are
22 there any other deposition transcripts that you're offering
23 into evidence other than the ones you've already identified?

24 To be clear, the Court has admitted in evidence the
25 deposition transcript of Russow Beck with exhibits; it's behind

1 tab 21. I reserved ruling with respect to the deposition
2 transcript of Mr. Sowder, which is behind tab 23. I admitted
3 in evidence the deposition testimony of Fred Pryor, which is
4 behind tab 27. I've admitted in evidence the deposition
5 transcript of Derrick Rosser, which is behind tab 31. I
6 reserved a decision with respect to the deposition transcript
7 of Dennis Whelan, which is behind tab 29. The deposition
8 transcript of James Suhr, S-U-H-R, behind tab 17, is in
9 evidence.

10 With respect to the deposition transcript of Martha
11 Clampit, both sides must provide, in writing, page and line
12 references to the testimony that they wish to offer. The
13 deadline for doing so is noon tomorrow.

14 With respect to the deposition of Stevie Watson,
15 again, the parties need to provide page and line reference of
16 the portions of the Watson deposition -- the Watson deposition
17 is behind tab 13 -- that they're offering. The deposition of
18 Alex Uminski is in evidence, subject to the parties agreeing on
19 better copies of the exhibits to the deposition. It appears
20 that clearer copies are attached behind another tab; they
21 should be able to work that out. With respect to the
22 deposition transcript of Molloy, the transcript and attached
23 exhibits are in evidence.

24 Are there any other deposition transcripts or portions
25 of transcripts that you're offering in evidence?

1 (Pause)

2 MR. REED: Your Honor, the Kline transcript will be
3 subject to, I guess, further proceedings. And the Curley
4 transcript is not within -- he's within the hundred miles and
5 is scheduled to appear. There are no other transcripts that I
6 have.

7 THE COURT: Ms. Hager, with respect to Ms. Kline,
8 discuss with Mr. Reed whether you will agree that portions of
9 her deposition transcript can be offered in lieu of her live
10 appearance. You can talk about that during lunch. Otherwise,
11 she appears to be within subpoena range of the Court, therefore
12 she satisfies the availability standards under 804 -- Federal
13 Rule of Evidence 804(b) and her transcript can't be used. Talk
14 to Mr. Reed, look at the transcript, and see whether you can
15 work that out. You'd better try and move up Mr. Curley's
16 testimony. I'm not waiting until -- he's coming Wednesday?

17 MR. REED: Yeah, but I'm going to be testifying, I
18 guess, for a good portion of the day tomorrow, if not all of
19 it.

20 THE COURT: All right. Let me ask you a question, Mr.
21 Reed.

22 MR. REED: And I could see if Mr. Maines could come
23 tomorrow.

24 THE COURT: Yeah, we --

25 MR. REED: Your Honor, it was not foreseeable, from my

1 understanding, that I had to read all of this material. I
2 mean, I looked at the specific times -- Ms. Hager and I
3 discussed, even, how long did it take for the transcript -- I
4 mean, the deposition? That's a good reference for how long
5 it's going to take to actually read it.

6 THE COURT: Could you tell me why I would want to have
7 you do a reading of a deposition transcript if the transcript
8 itself can come into evidence?

9 MR. REED: I didn't know that was a --

10 THE COURT: Okay. All right.

11 MR. REED: -- possible. I thought it --

12 THE COURT: All right. You --

13 MR. REED: I even consulted --

14 THE COURT: Stop.

15 MR. REED: -- an attorney --

16 THE COURT: Stop.

17 MR. REED: -- about that and he said I had to read it
18 in.

19 THE COURT: You asked the wrong person. You should
20 have raised it with me at the pre-trial. Let me ask you a
21 question, Mr. Reed. I'm looking at the Molloy transcript,
22 which is behind tab 7. In Exhibit 3 to the Molloy transcript,
23 which is the letter from you to Oxford House, dated June 22nd,
24 2010, and in the second full paragraph, you say: "It has come
25 to my attention that TD Bank has made a demand of your

1 organization to direct that rental payments due to me under the
2 terms of our leases be directed to them, as the mortgage
3 holder. I direct you to disregard their notice, as it is
4 invalid. Please take notice of the following and act in
5 accordance with it: (1) TD Bank and I are in active litigation
6 and, at present, they do not have a legal right to your rental
7 payments."

8 What litigation were you engaged in with TD Bank in
9 June 2010?

10 MR. REED: It was litigation under the terms of our
11 relationship. I think the note and other relationships. Mr.
12 Walters was handling that. And there was actually a hearing
13 with the law division, and the law division judge ruled that TD
14 Bank didn't have a right to those payments at that point in
15 time, and --

16 THE COURT: Just, my question is, it says you were in
17 active litigation; can you tell me in what court that was
18 pending?

19 MR. REED: Law division, New Jersey.

20 THE COURT: What county?

21 MR. REED: Camden -- it was Cam -- either Burlington
22 or Camden.

23 THE COURT: Ms. Hager, can you enlighten me further
24 about the litigation?

25 MS. HAGER: Yeah, I don't have details on that

1 particular case.

2 THE COURT: Did TD Bank succeed in foreclosing on the
3 mortgage that covered the three properties rented by Oxford?

4 MR. REED: They did.

5 THE COURT: Okay. All right. It's 12 noon. We're
6 going to adjourn until 2 o'clock. You both need to come back
7 at 2. There were matters that I asked the two of you to confer
8 to see whether you could work the issues out.

9 High on my list is the issue about Joan Kline.
10 Mr. Reed represented that he personally served Ms. Kline, paid
11 her the witness fee, the mileage fee, et cetera. He needs to
12 file an affidavit of service and he needs to put in his
13 affidavit evidence that --

14 MR. REED: Maybe --

15 THE COURT: -- a statement under oath that he paid her
16 the witness fee and the travel fee.

17 As I said earlier, Mr. Reed represented that she
18 resided within a hundred miles of the court. And during the
19 hearing, I just searched on Google Map the distance from the
20 court to the address that she identified as her residence in
21 the deposition, and that search showed it was 85.2 miles, which
22 is within the 100-mile range. She therefore, would not satisfy
23 the requirements of being unavailable as a witness, and
24 therefore, absent agreement, her deposition would not be
25 admissible. The two of you should confer and see whether you

1 can agree that Ms. Kline's transcript can be used in lieu of
2 her appearance, and if so, what pages and line numbers can be
3 used in lieu of her appearance.

4 I gave each side various deadlines of noon tomorrow
5 with respect to page and line references to Sowder and Clampit.
6 Since it appears that we will not have any witnesses testifying
7 this afternoon, I had set the deadline as noon tomorrow. I'm
8 moving the deadline up to 9 a.m. tomorrow. You can spend the
9 afternoon either working out an agreement or -- hopefully,
10 you'll work out an agreement, but indicate page and line
11 references, since I thought we were going until 5 o'clock
12 today, but that obviously is not the case.

13 MR. REED: Your Honor, can I clarify something you
14 said?

15 THE COURT: Yes. Go ahead.

16 MR. REED: In my notes, I have page and line
17 references for Clampit and Watson. I merely have a notation
18 that Sowder's, you're reserving ruling on it, but with no
19 notation as to what --

20 THE COURT: Yeah. You're correct. Ms. Hager is to
21 file an objection by tomorrow with page and line references to
22 her cross-examination that she was offering. You're correct,
23 Mr. Reed; I didn't direct you to file -- I have a note here
24 about page and line references, but it refers specifically to
25 Ms. Hager.

1 MR. REED: Okay. I don't want to disappoint you.

2 THE COURT: And she's going to indicate her objections
3 to the Sowder deposi -- the portion of it that you were
4 offering.

5 So it's your plan to take the witness stand first
6 thing tomorrow morning, correct?

7 MR. REED: It wasn't originally, but I'm going to
8 try --

9 THE COURT: Well, not try; not try.

10 MR. REED: Yeah, I don't see a -- I don't see any --
11 where do we go from here? We have an empty day, so my
12 intention is --

13 THE COURT: We're not going to have --

14 MR. REED: -- to stay up and --

15 THE COURT: We're not going to have an empty day, Mr.
16 Reed. We're not going to have an empty day.

17 MR. REED: Yeah. I'm not saying that. I'm saying I
18 will -- my intention is to fill that empty day.

19 THE COURT: All right. Ms. Hager?

20 MS. HAGER: Your Honor, I personally don't see any
21 reason why Mr. Reed can't take the stand today. He's been
22 deposed in connection with his case. He knows what his
23 testimony is going to be.

24 THE COURT: From past experience --

25 MS. HAGER: Your Honor, we could --

1 THE COURT: -- Ms. Hager, Mr. Reed's testimony, if he
2 has the afternoon to better organize it, I'm hopeful that it'll
3 come in more smoothly. So I'm not going to make him take the
4 witness stand this afternoon.

5 But Mr. Reed, tomorrow you need to be -- you can have
6 your notes in front of you; you should have your notes in front
7 of you. You should know exactly how you're going to proceed
8 with your testimony, what exhibits you're going to refer to;
9 you need to refer to them by the exhibit number and the tab
10 number in the binders, okay? I want to be able to go through
11 it with some speed.

12 MR. REED: Okay.

13 THE COURT: From the prior trial, I permitted Mr. Reed
14 to testify in the so-called matter with (ph.) forum and I'm
15 permitting him to do that again. And you're certainly able to
16 make your objections. And since there won't be questions
17 first, if you decide to object and move to strike portions, you
18 can do that. I urge you to do it with moderation, but you need
19 to preserve your record. I'm not questioning that.

20 I do want you both to come back at 2 o'clock, at least
21 to see whether we can clear away some of this underbrush with
22 respect to -- it may be, Ms. Hager, you'll be able to state on
23 the record by this afternoon what objections you have to the
24 Sowder deposition. If you can do it orally -- if you can
25 organize your notes and do it orally on the transcript, you

1 won't have to file it by tomorrow, okay? I'll let you do it
2 orally. I want to get as much done today as we can.

3 But we're starting tomorrow morning at 9 o'clock, Mr.
4 Reed. And you shouldn't be certain you're going to be on the
5 witness stand all day long, and so you need to have another
6 witness here, ready to go, certainly in the afternoon. I have
7 no doubt that you'll be testifying all morning, but I don't --
8 I go from 9 to 5 with breaks, and I don't like to stop at noon.
9 I don't like to stop at 3.

10 We're not going to go day today; that's obvious. But
11 if your testimony finishes at 3 o'clock, you need a witness to
12 go on the witness stand tomorrow, Mr. Reed. When I say
13 finished, it means your direct and Ms. Hager's cross-
14 examination. If you go all day, well, you go all day, but if
15 you were represented by a lawyer, Mr. Reed, let me tell you
16 what happens. If it's during the trial hours, and you don't
17 have a witness to call, you've rested; your case is over, okay?
18 I'm telling you now have another witness here. And if you need
19 more than one, have more than one.

20 I just -- this trial's going from 9 to 5 with
21 appropriate recesses, and that doesn't mean that you should be
22 dragging out your own testimony. You need to move through your
23 testimony with dispatch, and I assume Ms. Hager will do that
24 with cross-examination.

25 All right. We're adjourned until 2 o'clock.

1 (Recess from 12:08 p.m. until 2:01 p.m.)

2 THE COURT: Try to make it easier.

3 All right. Court's back in session. We're here in
4 Residential Capital, number 12-12020.

5 Ms. Hager, where are we? And then I'll ask Mr. Reed
6 the same question.

7 MS. HAGER: I'm sorry. Mr. Reed's what? I didn't
8 hear.

9 THE COURT: No, where are we on the issues that we
10 left open when we broke?

11 MS. HAGER: Sure. Well, on Sowder, Your Honor asked
12 me to take a look at what is objectionable, in lieu of
13 providing something in writing, and so I have the following.
14 In Mr. Sowder's deposition transcript, page 6 --

15 THE COURT: Let me find it, okay?

16 MS. HAGER: Oh, sure. It's --

17 THE COURT: Which tab is it behind?

18 MS. HAGER: 23.

19 THE COURT: Okay. Page 23, yes.

20 MS. HAGER: So page 6, line 6, after --

21 THE COURT: Page 6, line 6.

22 MS. HAGER: After the word "Trace", though to line 7,
23 after the word "Lane" --

24 THE COURT: Yes.

25 MS. HAGER: -- is objectionable because of the

1 reference to Brookschase.

2 THE COURT: That's sustained.

3 MS. HAGER: Page 6, line 8, starting with "133"
4 through to line 9, after the word "home".

5 THE COURT: It's the "133 Brookschase plans for a
6 complete home"?

7 MS. HAGER: Yes, Your Honor.

8 THE COURT: Sustained.

9 MS. HAGER: Page 6, line 15, starting after the word
10 "Trace".

11 THE COURT: All right: "and that he began site
12 preparation", et cetera?

13 MS. HAGER: Right, through to line 17.

14 THE COURT: Okay. Sustained.

15 MS. HAGER: Page 8, line 17, through page 9, line 8.

16 THE COURT: Sustained.

17 MS. HAGER: Page -- and this is my cross-exam, but
18 page 14, line -- oh, excuse me. So this is what I would want
19 to have come in, Your Honor, of my cross: page 14, line 14,
20 through page 16, line 21, and page 19, lines 3 through 25.

21 THE COURT: Okay. Those are the only portions of it
22 that you want on the record?

23 MS. HAGER: Yes, Your Honor.

24 THE COURT: Okay.

25 Mr. Reed, anything you want to say on --

1 MR. REED: If she can say -- I couldn't follow that,
2 which -- on the last part of the cross?

3 THE COURT: Sure.

4 MS. HAGER: Page -- this is of my cross -- page 14,
5 line 14, through page 16, line 21.

6 THE COURT: That, she's offering.

7 MR. REED: That's -- yes, that's fine, Your Honor.

8 THE COURT: And then she offered up page 19, lines 3
9 to 25.

10 MR. REED: 19 --

11 THE COURT: Line 3 to 25.

12 MR. REED: Okay.

13 THE COURT: All right. Okay. All right, so we had
14 left -- before this morning -- had left the Sowder transcript
15 open and subject to Ms. Hager's objections, which I've ruled on
16 a portion of the cross-examination, who is not designated, so
17 the Sowder deposition testimony's admitted, with the exceptions
18 we've just discussed.

19 (Nathan Sowder deposition with exhibits was hereby received
20 into evidence as a Reed's Exhibit, as of this date.)

21 THE COURT: Okay. What else, Ms. Hager?

22 MS. HAGER: There was the matter of the Uminski
23 appraisal that was --

24 THE COURT: Yes.

25 MS. HAGER: -- illegible. And I don't have an issue

1 with using the other copy.

2 THE COURT: Just tell me where --

3 MS. HAGER: Sure.

4 THE COURT: -- the pages -- where this page -- can I
5 substitute the entire exhibit from another tab number? The
6 Uminski depo was tab 19.

7 MR. REED: Your Honor, the Uminski declara -- or
8 Uminski appraisal was imbedded within his declaration.

9 THE COURT: That's at tab 18?

10 MR. REED: Tab 18.

11 THE COURT: All right. So --

12 MS. HAGER: So it's -- if you take tab 18, minus the
13 declaration --

14 THE COURT: Basically, what I think you're telling me
15 I can do is I may take tab 18, pages 2 of 18 to 18 of 18, and
16 substitute those in, in the next --

17 MS. HAGER: Yes.

18 THE COURT: -- with the deposition.

19 Mr. Reed, do you agree?

20 MR. REED: Yes.

21 THE COURT: I wish everything was as easily solvable
22 as that. All right, and that's exactly what I'm doing. I'm
23 substituting pages 2 through 18 behind tab 19. There's that
24 version. And we solve that.

25 MR. REED: Thanks.

1 THE COURT: All right. So the Uminski deposition and
2 the appraisal is in evidence.

3 (Alex Uminski deposition and appraisal were hereby received
4 into evidence as a Reed's exhibit, as of this date.)

5 THE COURT: Were you able to talk about the Kline?

6 MS. HAGER: We did, Your Honor. I indicated to
7 Mr. Reed my position that her deposition transcript is hearsay.

8 THE COURT: Hearsay because?

9 MS. HAGER: Because it's written statements made out
10 of court.

11 THE COURT: And it's because she within --

12 MS. HAGER: Within --

13 THE COURT: -- she's available within the area of --

14 MS. HAGER: And she's available. Right.

15 THE COURT: All right. I'm going to hand down to each
16 of you -- my chambers received, from Stevie Watson, an
17 objection to the subpoena. I'll have one of my law clerks hand
18 you copies. This was addressed to me, but it was received by
19 email in my chambers. And in the email itself, Ms. Watson
20 asserts that -- well, you'll both read it -- that it was left
21 in her office, she wasn't given a witness fee, et cetera, she's
22 beyond a hundred miles.

23 (Pause)

24 THE COURT: So her email, obviously, is not under
25 oath, but based on the colloquy this morning, I'm not sure any

1 of it's disputed.

2 Let me ask you, Mr. Reed, did you serve her
3 personally?

4 MR. REED: No.

5 THE COURT: Did you pay her a witness fee?

6 MR. REED: I don't know if the service company did.

7 THE COURT: You agree she's more than a hundred miles?

8 MR. REED: Yes.

9 THE COURT: Okay. So I'm treating this email, which
10 will get filed on ECF -- but let me ask you, do you wish to
11 withdraw the subpoena or do you want me to rule on her
12 objection to it? There's no pressure intended by what I've
13 just stated.

14 MR. REED: Well, I can with -- I can withdraw it --

15 THE COURT: All right.

16 MR. REED: -- because she's a hundred miles away.

17 THE COURT: Okay. So her objection is moot. My
18 courtroom deputy will advise her that Mr. Reed has withdrawn
19 the subpoena for Stevie Watson, and therefore, it's unnecessary
20 for me to rule on the objection to the subpoena, okay?

21 Again, Mr. Reed, I wasn't trying to pressure you
22 into --

23 MR. REED: Okay.

24 THE COURT: But I just --

25 MR. REED: Okay.

1 THE COURT: So what's --

2 MR. REED: Your Honor, to advise you, I received an
3 email from Mr. Sowder for a similar situation. And for the
4 record, I guess I withdraw his subpoena as well. Because it's
5 been sent -- he emailed the clerk of the -- clerk of the court,
6 which I don't think you've received yet.

7 THE COURT: I did not. Would you please do me a favor
8 and let him know you've withdrawn it?

9 MR. REED: I will.

10 THE COURT: All right. Okay. What remain -- well,
11 hang on a moment. All right, so I'm going to still receive
12 tomorrow from each of you the designations and
13 counterdesignations to the Clampit deposition. And with
14 respect to Kline, if you're -- you need to file -- Ms. Hager is
15 entirely within her rights to --

16 MR. REED: Yeah.

17 THE COURT: -- assert a hearsay objection, since she's
18 within -- the client is within the hundred miles, and
19 therefore, her deposition testimony is not admissible because
20 within the meaning of the rule, she's available. I don't know
21 what she said in her -- I think you said it was an email you
22 received from her.

23 MR. REED: I'll attach it -- should I attach -- I'm
24 going to be filing a motion for contempt and --

25 THE COURT: Okay.

1 MR. REED: -- I can attach it to that.

2 THE COURT: You want to do that? But you definitely
3 need to put into the affidavit or declaration that you --
4 because you've indicated you served her personally and you paid
5 her the fee, in order -- you know there are requirements for a
6 subpoena to be valid. I'm not questioning that you said you
7 did it. You'll put it in an affidavit, and we'll go from
8 there. Okay?

9 So are there any other housekeeping matters to deal
10 with today?

11 MS. HAGER: Well, Your Honor, with respect to Clampit
12 and Watson -- oh, excuse me -- Clampit -- yes -- Clampit and
13 Watson, since Mr. Reed hasn't tendered his designations yet,
14 obviously, and my designations would be cross-exam or, perhaps,
15 objections to whatever he's offering, since I don't yet know
16 what the direct testimony is --

17 THE COURT: This is true.

18 MS. HAGER: -- I am a little -- sort of in a quandary.
19 And so I was wondering if that could be solved by having my
20 counterdesignations due Wednesday morning?

21 THE COURT: When, tomorrow, are you going to be able
22 to give me your designations from those?

23 MR. REED: I have to be here at 9 a.m., so I
24 imagine -- you ordered them by 9 a.m.

25 THE COURT: Right, because we're not -- all right,

1 I'll give you until Wednesday morning at 9 to do
2 counterdesignations and objections.

3 MS. HAGER: Okay. Thank you.

4 THE COURT: Let's talk a minute about how we're going
5 to proceed with Mr. Reed's testimony.

6 Do I have written direct testimony from you, Mr. Reed?
7 Did you do a declaration?

8 MR. REED: I don't remember.

9 MS. HAGER: He did do one. I don't think he included
10 it as an exhibit.

11 THE COURT: Well, here's what I would propose, Ms.
12 Hager. Mr. Reed'll take the witness stand and he'll give his
13 direct testimony. Ordinarily, when I have direct testimony in
14 writing, the witness takes the stand and the first thing that
15 happens in court is cross-examination, and then redirect.

16 But I'm just going to have you testify.

17 And you can do your full cross. I'm sure you've
18 deposed him and you know what you're going to -- what you want
19 to cover, Ms. Hager.

20 You had no -- I didn't see in the binder written
21 direct testimony, Mr. Reed.

22 Do you have a view on that subject, Ms. Hager?

23 MS. HAGER: No, Your Honor.

24 THE COURT: Okay.

25 So Mr. Reed, 9 o'clock, you'll take the witness stand,

1 you'll be sworn. Bring up whatever papers you plan to use.
2 I'm going to permit you to testify in the narrative form, as I
3 said. And Ms. Hager, if she feels it appropriate, she'll make
4 objections and I'll rule on the objections if she does. Are
5 you going to have another witness here tomorrow?

6 MR. REED: Mr. Robert Maines is trying to arrange his
7 schedule. He was supposed to come Wednesday, but he's trying
8 to arrange his schedule so he can come tomorrow afternoon,
9 maybe 1 o'clock, something like that.

10 THE COURT: Okay. I can't be sure -- I'm sure it's --
11 I'm not holding you to this, Ms. Hager. Do you have any -- do
12 you have an estimate of how long you'll be on cross-
13 examination?

14 MS. HAGER: I mean, about two hours.

15 THE COURT: Okay.

16 MS. HAGER: Two hours? I don't know.

17 THE COURT: All right.

18 What about Mr. Curley? Have you tried to move him up
19 to Wednesday?

20 MR. REED: I sent him -- as we were on our break, I --
21 he's due on Wednesday.

22 THE COURT: He is? Okay. Wednesday morning?

23 MR. REED: Huh?

24 THE COURT: Wednesday morning?

25 MR. REED: Yes. His counsel said to me -- or his

1 counsel said that 9 a.m. Wednesday.

2 THE COURT: Okay.

3 MR. REED: And I forwarded that to Ms. Hager --

4 THE COURT: Okay.

5 MR. REED: -- and she said okay.

6 THE COURT: All right. And does he still work at TD
7 Bank?

8 MR. REED: Yes.

9 THE COURT: All right. Wednesday, we are going to end
10 at 4:30 because I have another hearing scheduled for 4:30 on
11 Wednesday. I think that was the only hearing that I had to
12 schedule this week in a matter other than this. So you're on
13 the schedule.

14 Other than Mr. Curley, are there any other live
15 witnesses that you're calling? Obviously, yourself --

16 MR. REED: Yeah, no.

17 THE COURT: -- your testifying tomorrow.

18 MR. REED: Me, Mr. Curley, and I'm trying to have
19 Ms. Kline. There was one other witness related to an
20 appraisal, just an authentication of the business record, but I
21 think that might be done in the paperwork or with Mr. Curley,
22 so I don't --

23 THE COURT: Okay.

24 MR. REED: I had that person scheduled for Thursday.
25 They objected even to the subpoena, but it may be -- it may be

1 moot anyway. I may have it covered in another way.

2 THE COURT: Okay. All right. I'll see you tomorrow
3 morning, ready to begin, at 9 o'clock with your testimony. And
4 what is Mr. Maines' testimony about?

5 MR. REED: Mr. Maines is a builder, who built our
6 neighborhood, who invests in prop --

7 THE COURT: In New Jersey?

8 MR. REED: In New Jersey.

9 THE COURT: The Matlack payment? Is there where
10 you're going here?

11 MR. REED: Yes, yeah. And Mr. Maines saw the prudence
12 I did on the Matlack property, looked at other projects that I
13 have done, talked to me at length, and made a business judgment
14 that he was interested in working with me on more projects,
15 including finishing Old Dell Trace. But when he learned of my
16 foreclosure situation, he felt that I was too -- it was too
17 problematic; he didn't want to get involved. And so he's
18 expressed that in his declaration. He's willing to testify to
19 that effect. And that's --

20 THE COURT: Okay.

21 MR. REED: -- that's who he is.

22 THE COURT: All right, I see. There's a deposition.
23 You took his deposition, Ms. Hager?

24 MS. HAGER: Yes, Your Honor.

25 THE COURT: Okay. I will see you both tomorrow

1 morning.

2 MS. HAGER: Thank you.

3 THE COURT: There's no other housekeeping that needs
4 to be dealt with today?

5 MS. HAGER: No, Your Honor.

6 THE COURT: Okay. See you both tomorrow morning,
7 9 o'clock start. Thank you. Thank you.

8 MR. REED: Your Honor, are we allowed to leave certain
9 things here?

10 THE COURT: You can leave -- there are no other
11 hearings. The courtroom's going to be locked up; you can leave
12 your papers in the courtroom.

13 THE COURT OFFICER: Are you leaving?

14 THE COURT: Hm? Yeah, we're adjourned.

15 (Whereupon these proceedings were concluded at 2:21 PM)

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I N D E X

E X H I B I T S

REED'S	DESCRIPTION	I.D.	ADM.
--	Deposition transcript of Russow E.		21
	Beck, III, excepting page 6, line		
	18, through page 6, line 5		
--	Exhibit 1 to deposition transcript		24
	of Russow E. Beck, III		
--	Pryor deposition transcript, with		34
	the exception of page 7, lines 2 to 4		
--	Rosser deposition transcript		
35			
--	Suhr deposition transcript		41
--	Two exhibits to Suhr deposition		43
--	Paul Molloy transcript and attached		62
	exhibits		
--	Nathan Sowder deposition with		75
	exhibits		
--	Alex Uminski deposition and		
77			
	appraisal		

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C E R T I F I C A T I O N

I, David Rutt, certify that the foregoing transcript is a true
and accurate record of the proceedings.



DAVID RUTT

AAERT Certified Electronic Transcriber CET**D 635

eScribers

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New York, NY 10040

Date: September 27, 2016